## IN THE UNITED STATES DISTRICT COURT FOR THE NORHTERN DISTRICT OF ILLINOIS EASTERN DIVISION

BOARD OF TRUSTEES OF THE LOCAL	)
UNION NO. 422 U.A. OF JOLIET,	
ILLINOIS PENSION FUND AND	
BOARD OF TRUSTEES OF THE LOCAL	)
UNION NO. 422 U.A. OF JOLIET,	No. 07 C 6874
ILLINOIS WELFARE FUND,	
	) Judge Lefkow
Plaintiffs,	)
	) Magistrate Judge Cole
V.	)
	)
RNR Leasing, Inc., R and R Leasing, Inc.,	)
and Royanne Reddy, Individually,	)
	)
Defendants.	)

## AFFIDAVIT OF OLGA KANE (RNR Leasing, Inc., R and R Leasing, Inc., and Royanne Reddy, Individually)

STATE OF ILLINOIS	)
	) ss
COUNTY COOK	)

I Olga Kane, being first duly sworn on oath, depose and state as follows:

- 1. I am employed at the law firm of Arnold and Kadjan.
- 2. One of my duties is to monitor all contractors paying delinquent fringe benefits on Installment Note programs.
- 3. This process includes receiving and accounting for all note payments thereon and computing a running tally of remaining balances for each contractor.
- 4. A copy of the Installment Note that RNR Leasing, Inc., R and R Leasing, Inc., and Royanne Reddy, Individually have been making payments pursuant to is attached hereto as Exhibit 1.
- 5. The Installment Note is currently in default because the payments of December 1, 2007 through February 1, 2008 were not made.

**EXHIBIT A** 

- 6. The amount due for Plumbers Local 422 Note is \$6,847.87. Failure to pay accelerates the full amount due.
- 7. Affiant is currently not suffering from any infirmities and is competent to testify to the facts set forth herein.

FURTHER AFFIANT SAYETH NOT.

Olga Kane

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_\_ day of February, 2008

NOTARY PUBLIC

OFFICIAL SEAL
DAWN M DE WITT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:06/11/11

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RNR Leasing, Inc.

5143-69

Plumbers 422

340 Main

Marseille, IL 61341

DDS

815-252-6870

Royanne Reddy

Owe: Principal \$7,460.50 Interest \$756.94 Total Due \$8,217.44

For: resolution of NSF check payment for fringe benefit contributions plus interest on same

\$8,217.44

DUE DATE	AMT. DUE	DATE REC.	AMT REC'D	CHECK#	BALANCE
11/1/2007	\$1,369.57	12/20/2007	1,369.57	3702	\$6,847.87
12/1/2007	\$1,369.57				6,847.87
1/1/2008	\$1,369.57				6,847.87
2/1/2008	\$1,369.57				6,847.87
3/1/2008	\$1,369.57				6,847.87
4/1/2008	\$1,369.57				6,847.87

## **INSTALLMENT NOTE**

<u>\$8,217.44</u>			<u>C</u>	October 22, 2007
For Value Received, the undersigned promises to pay to the				
PLUMBERS & PIPEFITTERS LOCAL 422 FRINGE B SEVEN THOUSAND FOUR HUNDRED SIXTY and 50	ENEFIT	FUNDS	the princ	cipal sum of
SEVEN THOUSAND FOUR HONDRED SIXTY and SU	/100 (\$/,4	00.50)		Dollars
Payable in installments as follows:				
ONE THOUSAND THREE SIXTY NINE and 57/100 (\$	1,369.57)			Dollars
on the <u>1ST</u> day of ONE THOUSAND THREE SIXTY NINE and 57/100 (\$1)	1 260 57)	NOVEMBER		2007
on the <u>IST</u> day of each month beginning on the		day of DEC	EMBER	Dollars 2007
for 3 month(s) succeeding, and a final payment of		_ day or _BEC	EMBER	2007
ONE THOUSAND THREE SIXTY NINE and 57/100 (\$				Dollars
on the <u>IST</u> day of <u>APRIL 2008</u> with interest on the	balance of	of principal rem	aining from tir	ne to time unpaid at the
rate of 10% per cent per annum, payable on the due dates for	r installme	ents of principal	as aforesaid.	
All payments on account of the indebtedness representerest and the remainder to principal. Any installments of the rate of 18 per cent per annum. Payments of both printipular MEST JACKSON BOULEVARD, CHICAGO, IL 6 from time to time in writing appoint.	principal	not paid when o	due shall bear made at ARN	interest after maturity at IOLD AND KADJAN.
The payment of this Note is secured by a Security A herewith, from the undersigned to	Agreement	in the nature of	f a chattel mort	tgage, bearing even date
on personal property			····	
in the County of, Illinois. The undersign	ed's reside	ence (chief plac	e of husiness)	is at
, Illinois.		mee (emer plac	or ousiness)	10 tt
At the election of the payee or legal holder hereof together with accrued interest thereon, shall become at once default in the payment, when due, of any installment of printerms hereof or in case of default as defined in said Security hereof shall be entitled to reasonable costs of collection, incl.  The undersigned hereby authorizes, irrevocably, and in such court, in term time or vacation, at any time after defand confess judgment without process in favor of the payer unpaid thereon, together with reasonable costs of collection all errors which may intervene in any such proceedings, and ratifying and confirming all that said attorney may do by virting the payer of the p	e due and cipal or ir y Agreeme uding reas y attorney fault in the or holde including d consent	payable at the iterest, or any pent. In the ever onable attorney of any court or e payment of an or of this Note reasonable attorney	place of paym ortion thereof, it of default, the 's fees. If record to app ny installment for such amou orney's fees, ar	ent aforesaid in case of in accordance with the ne payee or legal holder hear for the undersigned of the principal hereof, int as may appear to be and to waive and release
If this Note is signed by more than one person or $\ensuremath{e}$ and several.	itity, the o	bligations and a	uthorizations	hereunder shall be joint
All parties hereto severally waive presentment for p	ayment, no	otice of dishono	r and protest.	
RESOLUTION OF NSF CHECK PAYMENT FOR FRIESAME	NGE BEN	EFIT CONT	RIBUTIONS I	PLUS INTEREST ON
	· K		0.00	Oli 1 +
ROYANNE REDDY, INDIVIDUALLY		EASING, IN	c.	powder
	340 MARS	AIN EILLE, IL 61	. 3/11	
		EILLE, IL 61 E (815) 252-6		
		815) 795-6812		
		,		•

The maker of this Note acknowledges the above indebtedness represents fringe benefit contributions and other costs and charges due and owing pursuant to applicable provisions of the Employee Retirement Income and Security Act, 29 U.S.C. 1145.

CAUTION: Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.